

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Guaranteed Maximum Price (GMP) and Contract Time contract amendment for renovation of the John E. Polk Correctional Facility

**DEPARTMENT:** Administrative Services

**DIVISION:** Administration - Administrative Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Stephanie Kobrin

**EXT:** 5252

**MOTION/RECOMMENDATION:**

1. Approve and authorize the Chairman to execute Amendment #1 Guaranteed Maximum Price (GMP) and Contract Time agreement for expansion of the John E. Polk Correctional Facility setting a GMP of \$27,744,412.00.
2. Acceptance of Amendment #2 for the alternate for the third floor shell-out addition (\$1,772,591).

County-wide

Frank Raymond

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**BACKGROUND:**

On August 8, 2006, the BCC approved the Construction Manager at Risk Agreement with Skanska/Wharton Smith for the John E. Polk Correctional Facility Expansion with an estimated construction budget of \$28,000,000. The project components include an additional 288 beds, new intake/release facility, and re-model of kitchen, laundry and administrative space. Following is a complete breakdown of the current project budget:

Construction \$27,744,412

Design \$3,270,379

Owner's Rep \$1,171,001

Permitting & Impact Fees \$599,620

FF&E \$200,000

Soil & material testing \$150,000

IT infrastructure \$110,000

Builder's Risk Insurance \$109,859

Threshold inspection \$100,000

Contingency/Third Floor Alternate \$3,036,200

Total \$36,491,471

Staff has negotiated with Skanska/Wharton Smith for a GMP of \$27,744,412 with a project timeline of June 2008 through March 2010.

An alternate has been proposed for shell-out construction of the third floor which will provide room for an additional 144 beds in the future. The third floor will have the necessary infrastructure for all required mechanical, electrical and plumbing systems.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Guaranteed Maximum Price (GMP) and Contract Time amendment for renovation of the John E. Polk Correctional Facility setting a GMP of \$27,744,412.00. Staff also requests direction from the Board regarding acceptance of the alternate for the third floor shell-out addition (\$1,772,591).

**ATTACHMENTS:**

1. Amendment 2

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**SECOND AMENDMENT TO AIA DOCUMENT A121 CMc – 2003 AND AGC DOCUMENT 565**

This Second Amendment To Construction Agreement ("Amendment") amends the AIA Document A121 CMc – 2003 and AGC Document 565 between Seminole County, Florida, a political subdivision of the State of Florida and Skanska/Wharton-Smith Joint Venture dated November 1, 2006 ("Agreement") and the GMP Amendment No. 1 to the Agreement executed on \_\_\_\_ day of \_\_\_\_\_, 2008 ("1<sup>ST</sup> Amendment") and is effective this \_\_\_\_ day of \_\_\_\_\_, 2008, and is made by and between Skanska/Wharton-Smith Joint Venture having a principal place of business at 60 North Court Ave. Orlando, FL 32804 ("Construction Manager") and Seminole County, Florida, a political subdivision of the State of Florida having principal places of business at 1101 E. First Street Sanford, Florida 32771 ("Owner") (collectively referred to herein as the "Parties").

WHEREAS Construction Manager and Owner wish to amend the Agreement; and

WHEREAS Owner desires to add additional scope to the Agreement; and

WHEREAS the Parties have agreed on pricing for the additional scope of Work; and

WHEREAS, Construction Manager and Owner have indicated their desire to amend the Agreement; and

WHEREAS Construction Manager and Owner desire that all remaining terms and conditions of the Agreement to remain in full force and effect;

NOW THEREFORE, Construction Manager and Owner agree to be bound by the following additions to the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged and further agree that all remaining terms and conditions of the Agreement shall remain the same.

The following shall be amended in the Agreement:

1. The following pricing and scope is added to the Agreement: "The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, shall be increased by a sum of One Million Seven Hundred Seventy-Seven Thousand Five Hundred Ninety-One dollars and Zero Cents (\$1,772,591.00) for the inclusion of Alternate No. 3 "Third Floor Addition" as referenced in Amendment No. 1 Exhibits A through E."

This Amendment is the entire agreement between the parties with respect to its subject matter. No provision of this Amendment shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Amendment supersedes all previous agreements between the parties relating to its subject matter. To the extent there is a conflict between the Agreement, the 1<sup>st</sup> Amendment and this Amendment, the terms and conditions of this Amendment shall prevail. All other terms and conditions of the Agreement and 1<sup>st</sup> Amendment remain unchanged.

Addition of this Amendment does not alter the date of Substantial Completion established in Article II of Amendment No. 1 or the schedule contained in Exhibit C, dated April 28, 2008.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Skanska/Wharton-Smith Joint Venture

Seminole County, Florida a political subdivision of the State of  
Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_